

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant  CMGRP Inc. DBA Weber Shandwick 700 13th Street, NW, #800 Washington, DC 20005		2. Registration No.  3911
3. Name of foreign principal  Temasek Holdings	4. Principal address of foreign principal  60B Orchard Road #06-18 Singapore	
5. Indicate whether your foreign principal is one of the following:  <input type="checkbox"/> Foreign government  <input type="checkbox"/> Foreign political party  <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership  <input checked="" type="checkbox"/> Corporation  <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee  <input type="checkbox"/> Voluntary group  <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. NA  b) Name and title of official with whom registrant deals.		
7. If the foreign principal is a foreign political party, state: a) Principal address. NA  b) Name and title of official with whom registrant deals.  c) Principal aim		

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

International investment firm headquartered in Singapore

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

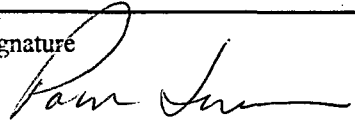
Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Temasek is accountable to the Singapore Government, as its shareholder, for its overall performance. The Singapore Government approves Temasek's board of directors and management team. However, the Singapore Government is not involved in Temasek's investment, divestment or other business decisions.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Temasek operates as an investment holding company incorporated under the Singapore Companies Act. It is run independently by a Board of Directors and management team, which are approved by the Singapore Government. The Singapore Ministry of Finance is Temasek's sole shareholder.

Date of Exhibit A	Name and Title	Signature
3/14/08	Pam Jenkins President	

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant CMGRP Inc. DBA Weber Shandwick	2. Registration No. 3911
3. Name of Foreign Principal Temasek Holdings	

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Check Appropriate Boxes:

4. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The program will include media monitoring and media outreach, and contact with US-based companies, think tanks, organizations and individuals, for the purpose of educating these audiences on Temasek's operations and business interests.

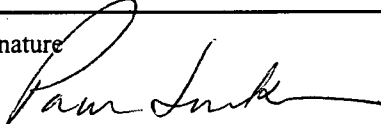
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The program will include media monitoring and media relations; facilitating dialogue between Temasek executives and US-based companies, think tanks, and private individuals; preparing informational materials; and providing strategic counsel and analysis of federal and congressional actions.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Various federal agencies and/or the US Congress could possibly take action on matters related to Temasek's business operations. Consequently our activities would explain Temasek's position and/or attitude toward any such activities, and explain the possible impact that any such US government decisions or actions might have.

Date of Exhibit B 3/14/08	Name and Title Pam Jenkins President	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

Dated the 1st day of February 2008

TEMASEK CAPITAL (PRIVATE) LIMITED

AND

WEBER SHANDWICK WORLDWIDE

2008 APR 10 AM 9:07  
CRM/CES/REGISTRATION UNIT

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AGREEMENT  
relating to the provision of  
Media Monitoring Services  
(USA)

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THIS CONSULTANCY AGREEMENT is made on 1st of February 2008

BETWEEN:

- (1) **TEMASEK CAPITAL (PRIVATE) LIMITED** (*Temasek Capital*) (Co. Reg. No.: 197801857N), a company incorporated in Singapore with its registered office at 60B Orchard Road, #06-18 Tower 2, The Atrium@Orchard, Singapore 238891; and
- (2) **WEBER SHANDWICK WORLDWIDE** (*the Consultant*) (Co. Reg. No.: 198201989M), a company incorporated in Singapore with its registered office at 40A Orchard Road, #07-00 The Macdonald House, Singapore 238838.

WHEREAS Temasek Capital wishes to engage the Consultant, who has expertise in communications to provide Media Monitoring services in relation to the affairs and undertakings of its parent company, Temasek Holdings (Private) Limited (*Temasek Holdings*) (Temasek Capital and Temasek Holdings together, (*Temasek*)) and the Consultant is willing to provide the same to Temasek upon and subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

**1. INTERPRETATION**

- 1.1 References to statutory provisions shall, except where the context requires otherwise, be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time.
- 1.2 Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and *vice versa*, and references to any one of the masculine, feminine and neuter genders shall include the other said genders.
- 1.3 Headings are inserted for convenience only and shall not affect the construction of this Agreement or the Schedules hereto.

**2. SERVICES TO BE PROVIDED TO TEMASEK**

- 2.1 The Consultant shall provide to Temasek the scope of services as set out in Schedule 1 (*the Services*).
- 2.2 The Consultant shall provide the persons as set out in Schedule 2, as well as such other persons as shall be necessary, to carry out the Services (*Executives*).
- 2.3 The Consultant shall, and shall ensure that the Executives shall, in supplying the Services under this Agreement, comply with such practices and procedures as are required by Temasek and generally act in accordance with guidelines from time to time laid down by the authorised representatives of Temasek.

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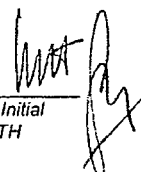


### 3. FEES AND EXPENSES

- 3.1 In consideration for the Services to be rendered under the terms of this Agreement, Temasek shall pay to the Consultant fees in accordance with the provisions as set out in Schedule 3 (*Fees*).
- 3.2 For the avoidance of doubt, Temasek shall not under any circumstances be liable to any of the Executives for any compensation in respect of the Services rendered, such compensation to be provided solely by the Consultant.
- 3.3 All Fees, charges and other sums payable by Temasek pursuant to this clause 3 shall be invoiced monthly in arrears and payable within 30 days after date of receipt of the relevant invoice provided there is no dispute.
- 3.4 Upon Temasek's request, the Consultant shall provide Temasek with such documentary evidence as Temasek may require (such as relevant receipts, invoices, bills or other like proof of purchase) to support any claims which may be made by the Consultant for reimbursement/payment pursuant to clauses 3.5, 3.6 and 3.7.
- 3.5 Expenses (including all out-of-pocket, third-party expenses such as travel costs, entertainment, printing, and design costs) which have been reasonably and properly incurred by the Consultant in connection with the performance of the Services will be reimbursed by Temasek to the extent specified in Schedule 3. The Consultant shall obtain the prior written consent of Temasek in the event that such expenses are expected to exceed the level specified in Schedule 3.
- 3.6 If Temasek requires the Consultant to undertake activities that are not within the geographical region(s) specified in Schedule 1, Temasek and the Consultant shall agree on these specific regions and Temasek shall reimburse the Consultant for all expenses which have been approved by Temasek at cost, provided that such expenses are necessary in the performance of the said activities and are deemed reasonable by industry standards.
- 3.7 If Temasek requests for any activities to be undertaken by the Consultant's affiliates on the premise that such activities are outside the geographical region specified in Schedule 1, and/or requests for any of the Consultant's Executives (as set out in Schedule 2) to travel outside the geographical region to oversee activities so undertaken, Temasek shall reimburse the Consultant for all expenses which have been approved in advance by Temasek at cost, provided that such expenses are necessary in the performance of the said activities and are deemed reasonable by industry standards.
- 3.8 If the Consultant is required to undertake the management of special events and projects or public relations work which fall outside the scope of Services set out in Schedule 1, a separate agreement shall be entered into between the parties upon terms and conditions to be mutually agreed at the relevant time.
- 3.9 All Fees, charges and other sums payable by Temasek under this Agreement are inclusive of any applicable taxes. All payments shall be made by Temasek to the Consultant after withholding or deduction for taxes which are required by law to be withheld or deducted.
- 3.10 Any expenditure incurred by the Consultant in foreign currency in providing the Services shall be reimbursed to the Consultant in USD at the exchange rate prevailing at the date of the relevant invoice.

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#### 4. CONFIDENTIALITY

The treatment of all confidential information disclosed in connection with this Agreement shall be governed by the provisions of the non-disclosure agreement dated 1st August 2006 and entered into between the parties (*the Non-Disclosure Agreement*).

#### 5. OWNERSHIP OF INTELLECTUAL PROPERTY

- 5.1 The copyright for and other intellectual property rights to all materials of artwork, editorial, photography, documents, drawings and instruments of service, delivered to Temasek Capital under the terms of this Agreement and produced by the Consultant in the performance of its obligations under this Agreement shall belong solely to Temasek Capital who shall own all rights, titles and interests in any work product, invention or copyrightable material which is based on, related to or makes use of the Services, subject to payment by Temasek Capital of all outstanding sum(s) due to the Consultant for services which have already been performed under this Agreement.
- 5.2 Temasek Capital reserves all rights to use any work product and to develop, manufacture, market or otherwise commercialise any product based on, directly related to or directly making use of the Services without any compensation to the Consultant other than as expressly provided for in this Agreement.
- 5.3 Temasek Capital shall retain all rights to independently file appropriate documents with any national or international agency for pursuing intellectual property rights, including, but not limited to, patents or database protection in relation to work produced by the Consultant in the performance of its obligations under this Agreement.
- 5.4 The Consultant hereby represents and warrants that:
- (a) it is the sole and unencumbered owner or licensee of all intellectual property rights used or proposed to be used in connection with performance of the Services and all deliverables covered by this Agreement;
  - (b) none of the Services to be performed and deliverables covered by this Agreement infringes the intellectual property rights of any third party; and
  - (c) it has the right to grant Temasek Capital all requisite licenses and/or sub-licenses in connection with the performance of the Services under this Agreement and all deliverables covered by this Agreement.

#### 6. DURATION AND TERMINATION

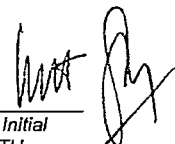
- 6.1 This Agreement shall come into force on the date hereof and shall continue in force until **31 March 2009** unless earlier terminated in accordance with the following provisions of this clause 6.
- 6.2 Either party may terminate this Agreement at any time by giving written notice of not less than **one month** to the other party.



- 6.3 Temasek Capital may (without prejudice to and in addition to any other remedy) forthwith terminate this Agreement by written notice given to the Consultant if:
- (a) the Consultant commits any continuing or material breach of any of the provisions of this Agreement;
  - (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Consultant;
  - (c) the Consultant makes any voluntary arrangement with its creditors or becomes subject to an administration order;
  - (d) the Consultant goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the Consultant under this Agreement);
  - (e) the Consultant carries out business transactions with third parties in relation to matters which may be in competition or in conflict with the interests of Temasek, without having obtained Temasek Capital's prior written consent or otherwise engages in any conduct prejudicial to Temasek or its business;
  - (f) the Consultant ceases, or threatens to cease, to carry on business;
  - (g) the Consultant is in breach of any of the provisions of the Non-Disclosure Agreement; or
  - (h) if at any time it is illegal for the Consultant to perform any of its obligations under this Agreement for any reason.
- 6.4 Any waiver by any party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 6.5 The rights to terminate this Agreement given by this clause 6 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 6.6 Upon termination of this Agreement, howsoever caused, the Consultant shall forthwith return or deliver to Temasek Capital all property (including but not limited to all books, records, documents, drawings and due deliverables) relating to Temasek's business or undertaking which are in the Consultant's possession, or under its custody or control or in the possession or under the custody or control of its directors, officers, employees, consultants, agents or advisors or any material(s) developed to-date pursuant to this agreement and facilitate any arrangements with third parties (if any) as may be requested by Temasek Capital. Thereafter, a final invoice shall be issued and paid for agreed works completed and delivered to date, on a proportional performance basis as well as reasonable out of pocket expenses incurred in the performance of the Services up to the date of termination.
- 6.7 Upon the termination of this Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

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## **7. NON-SOLICITATION**

- 7.1 During the term of this Agreement and for a period of 12 months after its termination, neither party shall knowingly solicit (either directly or indirectly) any person who is/was an employee of the other party (and for the purposes of Temasek Capital, shall include Temasek Holdings) and who is/was directly involved in the performance of the Services pursuant to this Agreement.
- 7.2 For avoidance of doubt, a general recruitment exercise such as through placing of advertisements in the press or trade publications shall not be regarded as solicitation for purposes of this clause.

## **8. NO ASSIGNMENT**

This Agreement is personal to the parties hereto and neither of them may (without the prior written consent of the other) assign, mortgage, charge or dispose of any of its rights hereunder, or subcontract or otherwise delegate any of its obligations under this Agreement, except as expressly provided herein or with the express written consent of the other party provided that Temasek Capital may assign its rights hereunder to its parent company, Temasek Holdings or any subsidiary of Temasek Holdings without the prior written consent of the Consultant.

## **9. SUCCESSORS AND ASSIGNS**

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors of the parties hereto and any permitted assignees pursuant to clause 8 above.

## **10. NATURE OF RELATIONSHIP**

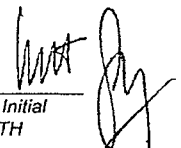
Nothing in this Agreement shall create, or be deemed to create, any partnership or joint venture between the parties. In rendering the Services hereunder, the Consultant shall be acting as an independent contractor and not as an employee or agent of Temasek Capital.

## **11. INDEMNITY**

- 11.1 The Consultant hereby agrees to defend and hold harmless Temasek Capital, its affiliates, agents, officers, consultants, employees and sub-contractors, and each of them (each an "indemnified party"), from and against any and all claims, demands, causes of action, damages, costs, expenses, penalties, losses and liabilities (whether under a theory of negligence, strict liability, contract or otherwise) incurred or to be incurred by the indemnified party (including but not limited to costs of investigation, legal fees on a full indemnity basis and other third party fees and, to the extent permitted by law, fines, penalties and forfeitures in connection with any proceedings against the indemnified party) in connection with or arising out of the infringement of any copyright, trademark, trade secret, or other intellectual property rights, similar rights of any third party and/or the negligence, wilful misconduct, breach of this Agreement or fraud on the part of the Consultant in relation to the performance of the Services or any deliverables covered by this Agreement.

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- 11.2 The Consultant shall not be liable for any delay in, or omission of publication, transmission or any error in advertisement in the absence of any negligence, wilful misconduct, breach of this Agreement or fraud on the Consultant's part.

## 12. AMENDMENT

This Agreement may not be amended except by an instrument in writing signed by the duly authorised representatives of the parties.

## 13. SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this Agreement and the remainder of the affected provisions shall continue to be valid.

## 14. ENTIRE AGREEMENT

This Agreement sets out the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements, arrangements and understandings between the parties with respect to the subject matter of this Agreement, which shall cease to have any further force or effect.

## 15. RIGHTS OF THIRD PARTIES

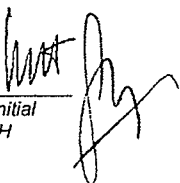
Other than the Consultant and permitted assignees, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

## 16. GOVERNING LAW AND ARBITRATION

- 16.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore.
- 16.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre (*SIAC*) for the time being in force which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English.

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## **Schedule 1**

### **SCOPE OF SERVICES**

The Consultant shall provide the following services:

1. Daily media monitoring of agreed target media
2. Provision of clipping service and analysis of media clips as appropriate
3. News alerts to Client as appropriate
4. Weekly media monitoring report

in the following geographical location:

- USA

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## Schedule 2

### NAMES OF EXECUTIVES

The core account team at the Consultant shall be made up of the following members:

1. Laura Kline, Senior Vice President, Weber Shandwick New York
2. Francиска Lucien, Assistant Account Executive, Weber Shandwick New York

The core account team will also be supported by such additional members of the Consultant's team as may be required to provide communications services, administrative and logistical assistance as appropriate.

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### Schedule 3

#### FEES

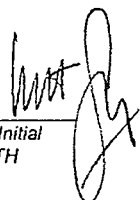
Temasek agrees to pay the Consultant a Retainer fee and fixed OOPs of USD15,000 per month over a period of **13 months**.

Unless otherwise agreed, all fees, charges and expenses will be quoted, invoiced and paid in United States Dollars and payable by cheque, bank draft or telegraphic transfer.

If payment is made via telegraphic transfer, each party to this Agreement shall bear its respective outbound and inbound bank charges incurred in connection with such transfer.

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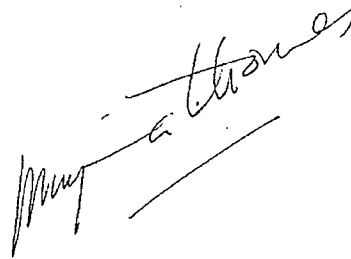
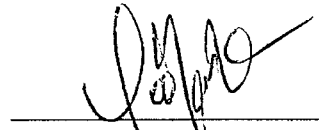
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IN WITNESS WHEREOF this Agreement has been entered into on the day and year first above-written.

SIGNED by MYRNA THOMAS  
for and on behalf of  
**TEMASEK CAPITAL (PRIVATE) LIMITED**  
in the presence of:

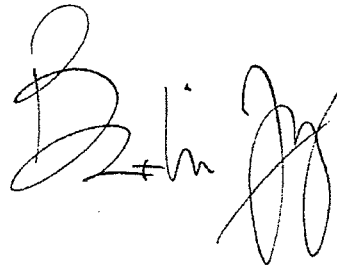
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A handwritten signature in cursive script, appearing to read "Myrna Thomas", written over a horizontal line.A handwritten signature in cursive script, appearing to read "Mark Lee", written over a horizontal line.

Name: MARK LEE  
Title: DIRECTOR

SIGNED by BAXTER JOLLY  
for and on behalf of  
**WEBER SHANDWICK WORLDWIDE**  
in the presence of:

)  
)  
)  
)  
)

A handwritten signature in cursive script, appearing to read "Baxter Jolly", written over a horizontal line.A handwritten signature in cursive script, appearing to read "Samantha Lee", written over a horizontal line.

Name: SAMANTHA LEE  
Title: CONSULTANT

Dated the 1st day of February 2008

TEMASEK CAPITAL (PRIVATE) LIMITED

AND

WEBER SHANDWICK WORLDWIDE

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**AGREEMENT**  
relating to the provision of  
Public Relations Consultancy Services  
(USA)

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THIS CONSULTANCY AGREEMENT is made on 1st of February 2008

BETWEEN:

- (1) TEMASEK CAPITAL (PRIVATE) LIMITED (*Temasek Capital*) (Co. Reg. No.: 197801857N), a company incorporated in Singapore with its registered office at 60B Orchard Road, #06-18 Tower 2, The Atrium@Orchard, Singapore 238891; and
- (2) WEBER SHANDWICK WORLDWIDE (*the Consultant*) (Co. Reg. No.: 198201989M), a company incorporated in Singapore with its registered office at 40A Orchard Road, #07-00 The Macdonald House, Singapore 238838.

WHEREAS Temasek Capital wishes to engage the Consultant, who has expertise in communications to provide Public Relations consultancy services in relation to the affairs and undertakings of its parent company, Temasek Holdings (Private) Limited (*Temasek Holdings*) (Temasek Capital and Temasek Holdings together, (*Temasek*)) and the Consultant is willing to provide the same to Temasek upon and subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

## 1. INTERPRETATION

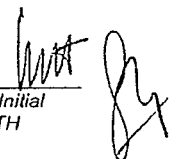
- 1.1 References to statutory provisions shall, except where the context requires otherwise, be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time.
- 1.2 Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and *vice versa*, and references to any one of the masculine, feminine and neuter genders shall include the other said genders.
- 1.3 Headings are inserted for convenience only and shall not affect the construction of this Agreement or the Schedules hereto.

## 2. SERVICES TO BE PROVIDED TO TEMASEK

- 2.1 The Consultant shall provide to Temasek the scope of services as set out in Schedule 1 (*the Services*).
- 2.2 The Consultant shall provide the persons as set out in Schedule 2, as well as such other persons as shall be necessary, to carry out the Services (*Executives*).
- 2.3 The Consultant shall, and shall ensure that the Executives shall, in supplying the Services under this Agreement, comply with such practices and procedures as are required by Temasek and generally act in accordance with guidelines from time to time laid down by the authorised representatives of Temasek.

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### 3. FEES AND EXPENSES

- 3.1 In consideration for the Services to be rendered under the terms of this Agreement, Temasek shall pay to the Consultant fees in accordance with the provisions as set out in Schedule 3 (*Fees*).
- 3.2 For the avoidance of doubt, Temasek shall not under any circumstances be liable to any of the Executives for any compensation in respect of the Services rendered, such compensation to be provided solely by the Consultant.
- 3.3 All Fees, charges and other sums payable by Temasek pursuant to this clause 3 shall be invoiced monthly in arrears and payable within 30 days after date of receipt of the relevant invoice provided there is no dispute.
- 3.4 Upon Temasek's request, the Consultant shall provide Temasek with such documentary evidence as Temasek may require (such as relevant receipts, invoices, bills or other like proof of purchase) to support any claims which may be made by the Consultant for reimbursement/payment pursuant to clauses 3.5, 3.6 and 3.7.
- 3.5 Expenses (including all out-of-pocket, third-party expenses such as travel costs, entertainment, printing, and design costs) which have been reasonably and properly incurred by the Consultant in connection with the performance of the Services will be reimbursed by Temasek to the extent specified in Schedule 3. The Consultant shall obtain the prior written consent of Temasek in the event that such expenses are expected to exceed the level specified in Schedule 3.
- 3.6 If Temasek requires the Consultant to undertake activities that are not within the geographical region(s) specified in Schedule 1, Temasek and the Consultant shall agree on these specific regions and Temasek shall reimburse the Consultant for all expenses which have been approved by Temasek at cost, provided that such expenses are necessary in the performance of the said activities and are deemed reasonable by industry standards.
- 3.7 If Temasek requests for any activities to be undertaken by the Consultant's affiliates on the premise that such activities are outside the geographical region specified in Schedule 1, and/or requests for any of the Consultant's Executives (as set out in Schedule 2) to travel outside the geographical region to oversee activities so undertaken, Temasek shall reimburse the Consultant for all expenses which been approved in advance by Temasek at cost, provided that such expenses are necessary in the performance of the said activities and are deemed reasonable by industry standards.
- 3.8 If the Consultant is required to undertake the management of special events and projects or public relations work which fall outside the scope of Services set out in Schedule 1, a separate agreement shall be entered into between the parties upon terms and conditions to be mutually agreed at the relevant time.
- 3.9 All Fees, charges and other sums payable by Temasek under this Agreement are inclusive of any applicable taxes. All payments shall be made by Temasek to the Consultant after withholding or deduction for taxes which are required by law to be withheld or deducted.
- 3.10 Any expenditure incurred by the Consultant in foreign currency in providing the Services shall be reimbursed to the Consultant in USD at the exchange rate prevailing at the date of the relevant invoice.

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#### 4. CONFIDENTIALITY

The treatment of all confidential information disclosed in connection with this Agreement shall be governed by the provisions of the non-disclosure agreement dated **1st August 2006** and entered into between the parties (*the Non-Disclosure Agreement*).

#### 5. OWNERSHIP OF INTELLECTUAL PROPERTY


- 5.1 The copyright for and other intellectual property rights to all materials of artwork, editorial, photography, documents, drawings and instruments of service, delivered to Temasek Capital under the terms of this Agreement and produced by the Consultant in the performance of its obligations under this Agreement shall belong solely to Temasek Capital who shall own all rights, titles and interests in any work product, invention or copyrightable material which is based on, related to or makes use of the Services, subject to payment by Temasek Capital of all outstanding sum(s) due to the Consultant for services which have already been performed under this Agreement.
- 5.2 Temasek Capital reserves all rights to use any work product and to develop, manufacture, market or otherwise commercialise any product based on, directly related to or directly making use of the Services without any compensation to the Consultant other than as expressly provided for in this Agreement.
- 5.3 Temasek Capital shall retain all rights to independently file appropriate documents with any national or international agency for pursuing intellectual property rights, including, but not limited to, patents or database protection in relation to work produced by the Consultant in the performance of its obligations under this Agreement.
- 5.4 The Consultant hereby represents and warrants that:
- (a) it is the sole and unencumbered owner or licensee of all intellectual property rights used or proposed to be used in connection with performance of the Services and all deliverables covered by this Agreement;
  - (b) none of the Services to be performed and deliverables covered by this Agreement infringes the intellectual property rights of any third party; and
  - (c) it has the right to grant Temasek Capital all requisite licenses and/or sub-licenses in connection with the performance of the Services under this Agreement and all deliverables covered by this Agreement.

#### 6. DURATION AND TERMINATION

- 6.1 This Agreement shall come into force on the date hereof and shall continue in force until **31 March 2009** unless earlier terminated in accordance with the following provisions of this clause 6.
- 6.2 Either party may terminate this Agreement at any time by giving written notice of not less than **one month** to the other party.

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- 6.3 Temasek Capital may (without prejudice to and in addition to any other remedy) forthwith terminate this Agreement by written notice given to the Consultant if:
- (a) the Consultant commits any continuing or material breach of any of the provisions of this Agreement;
  - (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Consultant;
  - (c) the Consultant makes any voluntary arrangement with its creditors or becomes subject to an administration order;
  - (d) the Consultant goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the Consultant under this Agreement);
  - (e) the Consultant carries out business transactions with third parties in relation to matters which may be in competition or in conflict with the interests of Temasek, without having obtained Temasek Capital's prior written consent or otherwise engages in any conduct prejudicial to Temasek or its business;
  - (f) the Consultant ceases, or threatens to cease, to carry on business;
  - (g) the Consultant is in breach of any of the provisions of the Non-Disclosure Agreement; or
  - (h) if at any time it is illegal for the Consultant to perform any of its obligations under this Agreement for any reason.
- 6.4 Any waiver by any party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 6.5 The rights to terminate this Agreement given by this clause 6 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 6.6 Upon termination of this Agreement, howsoever caused, the Consultant shall forthwith return or deliver to Temasek Capital all property (including but not limited to all books, records, documents, drawings and due deliverables) relating to Temasek's business or undertaking which are in the Consultant's possession, or under its custody or control or in the possession or under the custody or control of its directors, officers, employees, consultants, agents or advisors or any material(s) developed to-date pursuant to this agreement and facilitate any arrangements with third parties (if any) as may be requested by Temasek Capital. Thereafter, a final invoice shall be issued and paid for agreed works completed and delivered to date, on a proportional performance basis as well as reasonable out of pocket expenses incurred in the performance of the Services up to the date of termination.
- 6.7 Upon the termination of this Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

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## **7. NON-SOLICITATION**

- 7.1 During the term of this Agreement and for a period of 12 months after its termination, neither party shall knowingly solicit (either directly or indirectly) any person who is/was an employee of the other party (and for the purposes of Temasek Capital, shall include Temasek Holdings) and who is/was directly involved in the performance of the Services pursuant to this Agreement.
- 7.2 For avoidance of doubt, a general recruitment exercise such as through placing of advertisements in the press or trade publications shall not be regarded as solicitation for purposes of this clause.

## **8. NO ASSIGNMENT**

This Agreement is personal to the parties hereto and neither of them may (without the prior written consent of the other) assign, mortgage, charge or dispose of any of its rights hereunder, or subcontract or otherwise delegate any of its obligations under this Agreement, except as expressly provided herein or with the express written consent of the other party provided that Temasek Capital may assign its rights hereunder to its parent company, Temasek Holdings or any subsidiary of Temasek Holdings without the prior written consent of the Consultant.

## **9. SUCCESSORS AND ASSIGNS**

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors of the parties hereto and any permitted assignees pursuant to clause 8 above.

## **10. NATURE OF RELATIONSHIP**


Nothing in this Agreement shall create, or be deemed to create, any partnership or joint venture between the parties. In rendering the Services hereunder, the Consultant shall be acting as an independent contractor and not as an employee or agent of Temasek Capital.

## **11. INDEMNITY**

- 11.1 The Consultant hereby agrees to defend and hold harmless Temasek Capital, its affiliates, agents, officers, consultants, employees and sub-contractors, and each of them (each an "indemnified party"), from and against any and all claims, demands, causes of action, damages, costs, expenses, penalties, losses and liabilities (whether under a theory of negligence, strict liability, contract or otherwise) incurred or to be incurred by the indemnified party (including but not limited to costs of investigation, legal fees on a full indemnity basis and other third party fees and, to the extent permitted by law, fines, penalties and forfeitures in connection with any proceedings against the indemnified party) in connection with or arising out of the infringement of any copyright, trademark, trade secret, or other intellectual property rights, similar rights of any third party and/or the negligence, wilful misconduct, breach of this Agreement or fraud on the part of the Consultant in relation to the performance of the Services or any deliverables covered by this Agreement.

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- 11.2 The Consultant shall not be liable for any delay in, or omission of publication, transmission or any error in advertisement in the absence of any negligence, wilful misconduct, breach of this Agreement or fraud on the Consultant's part.

## **12. AMENDMENT**

This Agreement may not be amended except by an instrument in writing signed by the duly authorised representatives of the parties.

## **13. SEVERABILITY**

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this Agreement and the remainder of the affected provisions shall continue to be valid.

## **14. ENTIRE AGREEMENT**

This Agreement sets out the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements, arrangements and understandings between the parties with respect to the subject matter of this Agreement, which shall cease to have any further force or effect.


## **15. RIGHTS OF THIRD PARTIES**

Other than the Consultant and permitted assignees, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

## **16. GOVERNING LAW AND ARBITRATION**

- 16.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore.
- 16.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre (SIAC) for the time being in force which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English.

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## Schedule 1

### SCOPE OF SERVICES

The Consultant shall provide the following services:

1. Strategic counsel
2. Media relations
3. Administration and Account Management


in the following geographical location:

- USA
- Singapore (Coordination and Administration)

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## Schedule 2

### NAMES OF EXECUTIVES


The core account team at the Consultant shall be made up of the following members:

1. Paul Jensen, General Manager and Executive Vice President, Weber Shandwick New York
2. Jim Meszaros, Executive Vice President, Weber Shandwick Washington
3. Laura Kline, Senior Vice President, Weber Shandwick New York

The core account team will also be supported by such additional members of the Consultant's team as may be required to provide communications services, administrative and logistical assistance as appropriate.

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### Schedule 3

#### FEES


Temasek agrees to pay the Consultant a Retainer fee and fixed OOPs of US\$25,000 per month over a period of **13 months**.

Unless otherwise agreed, all fees, charges and expenses will be quoted, invoiced and paid in United States Dollars and payable by cheque, bank draft or telegraphic transfer.

If payment is made via telegraphic transfer, each party to this Agreement shall bear its respective outbound and inbound bank charges incurred in connection with such transfer.

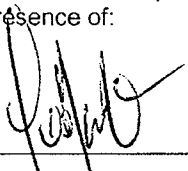
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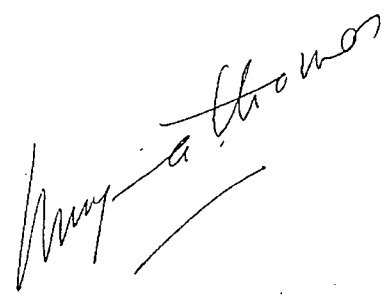


IN WITNESS WHEREOF this Agreement has been entered into on the day and year first above-written.

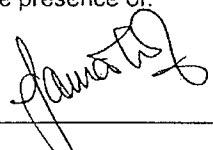
SIGNED by MYRNA THOMAS  
for and on behalf of  
TEMASEK CAPITAL (PRIVATE) LIMITED  
in the presence of:



Name: MARK LEE  
Title: DIRECTOR



SIGNED by BAXTER JOLLY  
for and on behalf of  
WEBER SHANDWICK WORLDWIDE  
in the presence of:



Name: SAMANTHA LEE  
Title: CONSULTANT

